

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
GALVESTON COUNTY

123 ROSENBERG 4TH FLOOR GALVESTON, TEXAS 77550

409-766-2425

FAX: 409-770-5530

Janis Bane, Director



Dan Moore, Deputy Director

Thank you for your continued participation in Galveston County's Community Service Restitution (CSR) Program. Your role in this program is an integral part not only in the lives of probationers but also in our community as a whole.

Enclosed is a copy of the CSR Participating Agency Agreement. Please review the agreement, sign it, make a copy for your files, and return the original in the return envelope with a copy of your agency's 501(c) 3 documentation and mission statement or statement of purpose.

Other documents enclosed for your future use and retention are:

- Special Projects Request Form - retain
When requesting participants for these events, please be sure to complete this form and return it at least six weeks prior to the event.
- Procedures to Report CSR Hours - retain
When reporting probationer's time worked, please be sure to have the appropriate information and approval signature..
- Sample Galveston County CSR Time Sheet - reference
- Sample probationer's Release of Confidential Information and Release from Liability - reference

In order for Galveston County Community Supervision and Corrections Department to effectively continue our Community Service relationship with you, we ask that you return this information to us as soon as you are able. It is a pleasure working with your agency and we look forward to having a successful working relationship with your agency for years to come.

If you have any questions on this or any other matter, please contact me by phone (409-770-5534) or email august.lafoy@co.galveston.tx.us

Sincerely,

August LaFoy
Community Service Coordinator

Enclosures

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COMMUNITY SERVICE RESTITUTION PROGRAM
PARTICIPATING AGENCY AGREEMENT

(Printed Name of Participating Agency)

a tax-supported entity or non-profit organization serving the public good, hereby enters into this non-financial, cooperative agreement (**CSR**) with the **Galveston County Community Supervision and Corrections Department (CSCD)** for the purpose of providing offenders (probationers), placed on community supervision by the courts, an opportunity to serve a specified number of hours performing volunteer public service work (without compensation) for said participating entity (**Agency**) within a given time limit to fulfill the sentencing option or condition of community supervision.

Unless agreed to by the **Agency** and **CSCD** prior to the assignment, the **Agency** will provide an opportunity for assigned-probationers to complete a minimum of four (4) hours of community service for each day assigned.

The **Agency** is protected from liability involving probationers by statute (Article 42.20, Texas Code of Criminal Procedure).

The **Agency** prefers to have **CSR** workers **only on the indicated days and times**:

<u>Days</u>	<u>Approximate No. Workers Requested</u>	<u>Timeframe</u>
_____ Monday	_____	_____
_____ Tuesday	_____	_____
_____ Wednesday	_____	_____
_____ Thursday	_____	_____
_____ Friday	_____	_____
_____ Saturday	_____	_____
_____ Sunday	_____	_____

Type of probationers **not wanted** (i.e., sex offense, theft, etc.):

Type of work to be performed (or required skills expected of probationers):

RESPONSIBILITIES

Agency

The **Agency** will treat probationers with dignity and respect entitled to all persons.

The **Agency** must provide personnel to supervise and direct the probationers and document dates and times of service performed on the documentation card retained by the probationer.

The **Agency** may conduct a screening of probationers assigned to that agency.

The **Agency** shall respect the confidential nature of probationers' status unless provided a written release from individual probationers.

The **Agency** will allow water and rest breaks when appropriate and one-hour lunch breaks.

The **Agency** will provide all equipment or supplies needed to perform assignments.

The **Agency** has the authority to restrict probationers' use of cell phones for texting or conversation while involved in CSR. The **Agency** may dismiss probationers without any CRS credit for that day when probationers ignore the restriction.

The **Agency** will provide a safe work environment and not allow probationers to attempt an activity for which they are not suited or qualified or which places probationers at risk.

The **Agency** will enforce all safety rules. Probationers should not be allowed to perform or work higher than six (6) feet from ground level. The **Agency** also agrees to provide safety equipment, such as goggles, gloves, etc., to complete jobs safely. Probationers must follow the Community Service Policy Statement.

The **Agency** will insure that proper medical care is provided in the event of an accident or injury involving a probation while performing community service. **In the event of an accident or injury, the Agency notify CSCD immediately.** The **Agency** will care for probationers' injuries in the same manner as an **Agency** employee.

The **Agency** will immediately notify **CSCD** of any problems experienced with assigned probationers. **CSCD** will take prompt action to alleviate the problem.

The **Agency** shall reserve the right to terminate the placement of probationers at any time and shall notify **CSCD** of such action as soon as possible.

The **Agency** agrees that the work performed by probationers must not result in the loss of jobs or displacement of paid workers.

In order to coordinate workers, the **Agency** shall notify **CSCD** in writing at least six (6) weeks prior to 'Special Projects' when several probationers are needed (see attached 'Special Projects Request Form'). Probationers have curfews from midnight to 6:00 am and are not able to work during that time period.

CSCD

CSCD assumes the responsibility of screening all probationers for appropriate placement with the **Agency**.

CSCD does not allow sex offender probationers to work in agencies where children are on the premises.

As best as possible, **CSCD** will strive match probationers' interests and skills with the needs of agencies. In no event will **CSCD** place probationers in the type of work related to their offenses.

CSCD will conduct field visits to the **Agency** on a random basis to monitor probationers' work and performances.

CSCD will, upon notification from the **Agency**, take prompt action to alleviate any problems experienced with assigned probationers.

Community Service Restitution Program
Galveston County Community Supervision and Corrections Department

CONTACTS

Agency

The following has been named as the **Agency's** contact person for **CSCD** concerning the Community Service Restitution Program:

Agency Contact: _____
Title: _____
Primary Phone No.: _____
Alternate Phone No.: _____

The following **Agency** person (if different from the above) will be signing probationers' timesheets:

Agency Contact: _____
Signature: _____
Primary Phone No.: _____
Alternate Phone No.: _____

CSCD

In order to expedite communications involving problems, questions, project requests, or other related matters concerning the Community Service Restitution Program, the **Agency** is to contact the following **CSCD** representatives (in descending order):

August LaFoy, CRS Coordinator
Office: 409-770-5534
august.lafoy@co.galveston.tx.us

Jarvis Miller, Supervisor Galveston Unit
Office: 409-770-5597
jarvis.miller@co.galveston.tx.us

This agreement shall remain in effect until cancelled by either party via email, letter, or phone contact.

Agency Representative

Address

Date

Printed Name of Agency Representative

Signature of Agency Representative

Title

CSCD Representative

Address

Date

Printed Name of CSCD Representative

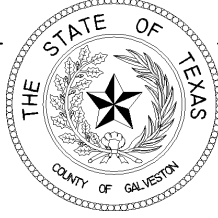
Signature of Agency Representative

Title

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COMMUNITY SERVICE RESTITUTION PROGRAM

SPECIAL PROJECTS REQUEST FORM

Agency Name

Contact Person

Name of Event

Phone No.

If **CSCD** is unable to provide a CSR crew supervisor, name and phone number of **Agency** representative responsible for supervision.

Agency's Alternate Supervisor

Phone No.

Date of Event

No. of Workers

Times Workers Needed

Type of Work

Please submit this form at least six (6) weeks prior to event to:

Galveston County CSCD
Attn: August LaFoy, CSR Coordinator
123 Rosenberg Suite 4040
Galveston, Texas 77550

Fax: 409-770-5530
Email: august.lafoy@co.galveston.tx.us
Phone: 409-770-5534

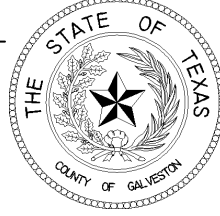
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COMMUNITY SERVICE RESTITUTION PROGRAM

PROCEDURES TO REPORT CSR HOURS

In order to assure Galveston County's probationers' community service hours are up-to-date, please follow the following procedures in reporting the time fulfilled by the individuals assigned to your agency.

Documentation

The following documentation is acceptable.

- Agency's timesheet
- Galveston Co. CSCD CSR Time Sheet with probationer's information pre-printed (see attached)
- Information supplied on Agency's letterhead

Please be sure to include:

- Probationer's name
- Dates worked
- Times worked
- Hours worked
- Agency's authorized representative's signature

Approval

Documentation should be approved and signed by the designated Agency Representative (as indicated in the CSR Participating Agency Agreement).

Submission

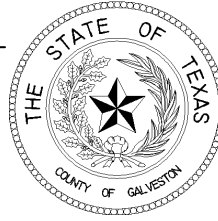
CSR time should be submitted on a monthly basis by the fifth (5th) working day of each month. Documents may be submitted via:

- Email (august.lafoy@co.galveston.tx.us)
- Fax (409-770-5530)
- Mail (Galveston County CSCD, 123 Rosenberg, 4th Floor, Galveston, Texas 77550)

Please contact August LaFoy, Community Service Coordinator, (409-770-5534) for further assistance.

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Dan Moore, Deputy Director



Defendant's Name
Cause
Agency Assigned

DL #

Beginning Date
CSR Due Date

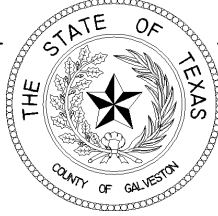
[illegible]

Total Hours: _____ Agency Coordinator: _____ Date: _____

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RELEASE OF CONFIDENTIAL INFORMATION

The information requested is confidential under the law and is subject to the Texas Criminal History Records Information Compliance and Non-Disclosure Agreement.

I, (*name*), hereby give my permission to the Galveston County Community Supervision and Corrections Department to inform prospective public/non-profit/volunteer agency representatives of my probation status, and implications of the offense(s) for Community Service Restitution (CSR) work placement.

I further release the Galveston County Community Supervision and Corrections Department and its personnel from any and all liabilities under law in regard to the use of said confidential information by the aforesaid recipients of same concerning the undersigned.

Probationer' Signature

Date

CSO Signature

Date

AGREEMENT NOT TO SUE; WAIVER AND RELEASE FROM LIABILITY

I understand that, as a participant in the Galveston County CSR Program, I am providing my services to the community in order to fulfill my court-ordered obligations. I understand that the CSR Program is made available to me on the condition that I assume full responsibility for all costs, risks, and liabilities incurred or associated with my participation in the program, including any and all risk of personal injury or property damage.

I release the CSR Program and all participating entities from any liability, loss, or claim for damages or expenses, including attorney's fees, which may arise out of or be connected in any way with my participation in the CSR Program.

In the event that I incur any loss or injury, of any kind whatsoever, as a result of my participation in the CSR Program, I agree not to sue the CSR Program or any other participating entity for any such loss or injury.

Witness our signatures on (*date*).

Probationer' Signature

Date

CSO Signature

Date